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9-4-1977

Cleveland Food Industry Committee and Retail Store Employees Union, Retail Clerks International Association, AFL-CIO, Local 880 (1977)

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Cleveland Food Industry Committee and Retail Store Employees Union, Retail Clerks International Association, AFL-CIO, Local 880 (1977)

Location

OH

Effective Date

9-4-1977

Expiration Date

8-31-1980

Employer

Association of Stop-N-Shop Super Markets; Bi-Rite Advertising Association; Cleveland Food Dealers Association; Fisher Foods, Inc.; Great Atlantic & Pacific Tea Company, Inc.; Meyer Goldberg Super Markets, Inc.; Heinen's Inc.; Kroger Co.; Pick-N-Pay Supermarkets, Inc.

Union

Retail Store Employees Union

Union Local

880

NAICS

44

Sector

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Item ID

6178-008b176f012_02

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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RETAIL STORE EMPLOYEES UNION LOCAL 880

1977-1980 AGREEMENT

RETAIL STORE EMPLOYEES UNION
AND
CLEVELAND FOOD INDUSTRY
COMMITTEE
AND
BAKERY CLERKS ADDENDUM

2453 for use
6-29-78

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LABOR AGREEMENT
Between
CLEVELAND FOOD INDUSTRY COMMITTEE
And
RETAIL STORE EMPLOYEES UNION LOCAL 880
September 4, 1977 — August 31, 1980

— AGREEMENT —

THIS AGREEMENT is by and between the members of the CLEVELAND FOOD INDUSTRY COMMITTEE, separately and collectively, hereinafter referred to as the "Employer," and the RETAIL STORE EMPLOYEES UNION LOCAL 880, chartered by the RETAIL CLERKS INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE I — RECOGNITION

Section 1. The Employer recognizes the Union as the sole bargaining agent for all food store employees within its jurisdiction, in its retail outlets located in the Ohio counties of Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, and Medina, excluding meat department employees, regular clerical personnel, managers, and other supervisors (as defined in the National Labor Relations Act, as amended).

Section 2. There shall be no discrimination against any applicant for employment or employee because of race, color, creed, sex, age, or national origin. Furthermore, the male pronoun or adjective, where used in this Agreement, also refers to females.

ARTICLE II — UNION SECURITY AND CHECK-OFF

Section 1. Each employee in the bargaining unit shall, as a condition of employment, become a member of the Union in good standing not later than the thirty-first (31st) day following the execution date of this Agreement or the thirty-first (31st) day following date of hire, whichever is later, and shall thereafter maintain such membership in good standing for the term of this Agreement.

Section 2. The Employer shall, for the term of this Agreement, deduct regular Union initiation fees, monthly dues, and any other Union-related uniformly assessed expenses from the first pay of each month for those employees who have authorized such deductions by voluntarily and individually executing and submitting a written authorization (i.e., check-off form) therefor, and all funds so deducted shall be promptly remitted to the Union.

Section 3. The Employer must furnish the Union with a weekly list of new employees.

ARTICLE III — HOURS AND WORKING CONDITIONS

Section 1. The regular workweek for full-time employees shall consist of forty (40) hours in any five (5) days, Monday through Saturday in counties where Sunday work is not permitted. Provided, that in a holiday week the regular workweek for full-time employees shall consist of thirty-two (32) hours in any four (4) days, excluding the holiday, Monday through Saturday. Provided further, that although part-time employees have no regular workweek, as such, they shall not regularly work on more than five (5) days in an ordinary workweek and four (4) days in a holiday workweek, Monday through Saturday, unless otherwise agreed to between the Employer and the Union.

Section 2(a). Store operating hours in Cuyahoga County shall be as follows:

Monday through Thursday — 9:00 A.M. to 6:00 P.M.
Friday and Saturday — 8:00 A.M. to 6:00 P.M.

Effective March 1, 1978, store operating hours in Cuyahoga County shall be as follows:

Monday through Wednesday — 9:00 A.M. to 6:00 P.M.
Thursday — 9:00 A.M. to 9:00 P.M.
Friday — 8:00 A.M. to 9:00 P.M.
Saturday — 8:00 A.M. to 6:00 P.M.

Provided, however, that if major competition, as defined in the Supplemental Agreement on Major Competition and Store Operating Hours, operates (i.e., is open for business) at times other than those specified in this Subsection, the Employer (separately or collectively) shall be free to adjust its store operating hours pursuant to the procedure set forth in said Supplemental Agreement.

Section 2(b). Store operating hours in the Ohio counties of Ashtabula, Erie, Geauga, Lake, and Lorain shall remain as presently constituted. Effective March 1, 1978, store operating hours in the listed counties which are restricted to Friday night shall be increased to Thursday and Friday nights until 9:00 P.M., but any counties or areas which have more expanded hours shall remain as presently constituted. If a holiday falls on a day that the stores in any of such counties are regularly open nights, the Employer loses that night of opening and cannot open on another night in lieu thereof. Provided, however, that if major competition, as defined in the Supplemental Agreement on Major Competition and Store Operating Hours, operates at times other than those permitted in this Subsection, the Employer (separately or collectively) shall be free to adjust its store operating hours pursuant to the procedure set forth in said Supplemental Agreement.

Section 2(c). Store operating hours in the Ohio counties of Huron and Medina are in no way restricted by this Agreement.

Section 3(a). Effective September 4, 1977, all regular employees (non-students) as of October 29, 1977 shall receive a night premium of One Dollar (\$1.00) per hour for all hours worked after 6:00 P.M. when the store is open for business. Effective September 4, 1977, all high school student employees as of October 29, 1977 shall receive a night premium of Twenty-Five Cents (25¢) per hour for all hours worked after 6:00 P.M. when the store is open for business. All employees in all classifications as of October 29, 1977 have the absolute right to refuse to work any new store operating hours which are established in this Agreement, but all such employees have the right to exercise their seniority voluntarily in order to claim the new hours if they want to work them.

Section 3(b). For all regular employees (non-students) who are hired after October 29, 1977 (including those who had not completed their probationary period by that date), the night premium shall be Thirty-Five Cents (35¢) per hour for all hours worked after 6:00 P.M. when the store is open for business. For all high school student employees hired after October 29, 1977 (including those who had not completed their probationary period by that date), there shall be no night premium.

Section 3(c). In any areas where a special arrangement exists on store operating hours, all employees as of October 29, 1977 will maintain their presently established night premiums, but all employees hired after that date shall receive the night premiums set forth in above Subsection (b).

Section 4(a). All non-student full-time employees and non-student part-time employees who regularly work twenty-five (25) hours per week or more shall be paid time and one-half (1-½ times regular rate of pay) in the following instances:

1. For all hours worked in excess of forty (40) in one (1) regular workweek. *F 24-25 1.5*
2. For all hours worked in excess of thirty-two (32) in one (1) holiday workweek. *F 21-22 1.5*
3. For all hours worked in excess of eight (8) in one (1) day. *F 17-18 1.5*

Section 4(b). All non-student part-time employees who regularly work less than twenty-five (25) hours per week shall be paid time and one-half (1-½ times regular rate of pay) in the following instances:

1. For all hours worked in excess of forty (40) in one (1) regular workweek. *F 15-16 1.5*
2. For all hours worked in excess of thirty-two (32) in one (1) holiday workweek.
3. For all hours worked in excess of eight (8) in one (1) day, Monday through Friday.
4. For all hours worked in excess of nine (9) on Saturday.

Section 4(c). All student employees (high school) shall be paid time and one-half (1-½ times regular rate of pay) in the following instances:

1. For all hours worked in excess of forty (40) in one (1) regular workweek.
2. For all hours worked in excess of thirty-two (32) in one (1) holiday workweek.
3. For all hours worked in excess of eight (8) in one (1) day, Monday through Thursday.
4. For all hours worked in excess of nine (9) on Friday.
5. For all hours worked in excess of ten (10) on Saturday.

Section 5. There shall be no pyramiding of overtime or other premium pay compensation (including night premiums).

Section 6(a). An employee shall be paid triple time (3 times regular rate of pay) for all hours worked in Cuyahoga County when the store is invalidly open for business under Section 2(a) of this Article. Provided, that this provision in no way limits, restricts, or modifies the Union's right to enforce store operating hours under Section 2 of this Article, but merely adds a second subordinate remedy for the purpose of deterring violations of Section 2.

Section 6(b). An employee shall be paid double time (2 times regular rate of pay) for all hours worked outside Cuyahoga County when the store is invalidly open for business under Section 2(b) of this Article. Provided, that this provision in no way limits, restricts, or modifies the Union's right to enforce store operating hours under Section 2 of this Article, but merely adds a second subordinate remedy for the purpose of deterring violations of Section 2.

Section 7. Subject to any valid adjustment of store operating hours, there shall be no work on Sunday except to protect the Employer's property in cases of extreme emergency or to remodel or revamp a store. If it is necessary for the Employer to work on Sunday for an acceptable purpose specified in this Section, the Employer must give the Union advance notice and the employees shall be paid double time for such hours worked. P503
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Section 8(a). Within Cuyahoga County, part-time employees shall be scheduled for not less than twelve (12) hours' work per week, except those called in only on the last workday of the week shall be scheduled for not less than six (6) hours' work or, in the alternative, receive less than six (6) hours' pay.

Section 8(b). Outside Cuyahoga County, part-time employees shall be scheduled for not less than fourteen (14) hours' work per week, except those called in only on Friday shall be scheduled for not less than six (6) hours' work or, in the alternative, receive less than six (6) hours' pay.

Section 9. All employees shall be given one (1) full hour for lunch, scheduled as nearly as possible in the middle of the shift, and such lunch period shall not be considered as time worked. Provided, however, that night stockers shall not receive a meal period unless authorized by the Store Manager.

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Section 10. Employees shall receive a fifteen (15) minute paid rest period for each half day worked, not to exceed two (2) rest periods per day. Employees working six (6) hours or less in one (1) day shall be entitled to one (1) fifteen (15) minute rest period. Insofar as practicable, the first employees within each classification to report for work will be the first to receive rest periods and, to the extent reasonably permitted by operational requirements, employees will work at least one hour and fifteen minutes before being scheduled for a rest period. An employee shall not exceed fifteen (15) minutes allowed for a rest period and shall return to his duties within the time allowed.

Section 11. There shall be no split shifts (i.e., all work time in one day shall run continuously from starting time to quitting time, except for lunch and rest periods) and no employee shall be given time off in lieu of overtime pay.

Section 12. An employee who reports to work on a regularly scheduled working day without previous notice not to report, or who is requested to report and does so on a day not regularly scheduled for work, shall receive a minimum of four (4) hours' work or four (4) hours' pay at the applicable hourly rate.

Section 13. Work schedules shall be posted on Friday but not later than 1:30 P.M. for the following week, and there shall be no changes in a posted schedule except for good cause.

Section 14. All employees must punch a time clock or sign a time card, and such work-time records must remain in the card rack until after the employees depart for the day (including Saturday).

Section 15. Except in emergency situations, all employees will be given at least ten (10) hours off between work shifts. An "emergency situation", as used in this Section, is a very serious and unusual kind of operating problem which creates a very serious need for manpower.

ARTICLE IV — SENIORITY

Section 1. Seniority shall be defined as the length of continuous service of an employee. For a full-time employee, seniority shall be measured within classification on a company-wide basis (unless other areas are agreed upon between the Union and a company) and shall be measured from the employee's last date of hire. For a part-time employee, seniority shall be measured within classification on a store-wide basis and shall be measured from the employee's last date of hire. Provided, that employees working full-time on other jobs (i.e., moonlighters) shall have seniority only among themselves and, individually and collectively, shall be considered to have lower seniority than all other employees. Within the first two (2) months of every year, each company shall supply the Union with a current seniority list of all employees by classification within each store.

Section 2. All new employees shall be on probation for thirty (30) days, and the Employer shall have exclusive control over such

probationary employees, including, but not limited to, the right to discipline or discharge.

Section 3. In regard to layoffs and recalls (reinstatement after layoff), an employee's classification seniority shall be considered along with his experience and ability to perform the available work, and if all other considerations are reasonably equal, seniority shall be the controlling factor. Provided, that notwithstanding anything to the contrary in this Article, temporary layoffs (i.e., not longer than one week) shall be on a store-wide basis.

Section 4. Seniority shall be terminated or broken for the following reasons:

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- (a) Voluntary quit;
 - (b) Discharge for cause;
 - (c) Layoff exceeding twelve (12) consecutive months;
 - (d) Failure to report for work within three (3) days after receipt of a written recall notice;
 - H 44*
2 (e) Reduction from full-time to part-time status for more than one hundred eighty (180) days (but such an employee's part-time seniority shall be measured from his last date of hire).

Section 5. In regard to promotions, the Employer has the right to make the final decision after giving due consideration to seniority.

Section 6. Part-time employees seeking additional work hours up to full-time employment (forty (40) hours per week) within their classification shall so notify their supervisor, and such part-time employees shall then be assigned available hours within their classification within their own store up to full-time status in accordance with seniority, ability, and availability.

Section 7. To the maximum extent consistent with efficient store operations, employees shall have the right to exercise their seniority to claim a preferred weekly work schedule within their classification and within the store they work, so long as the employee has the ability to perform the necessary work.

Section 8. When a store closure causes a Department Head to be displaced, that Department Head shall be given preference for new openings within the same Department Head classification based upon seniority, and when he returns to his previous Department Head status he shall retain his full Department Head classification seniority.

Section 9. Union Stewards (not more than one per store) are to be full-time employees and shall be considered to have the longest seniority in their store. Union Stewards shall not be involuntarily transferred, except for incompetency, and there shall be no punitive transfers of Stewards. Union Stewards have the right to be scheduled the first (1st) available shift within their classification within their store.

Section 10. An employee promoted from the bargaining unit or transferred to another bargaining unit shall retain his seniority for one (1) year.

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Section 11. All employees, full-time and part-time, shall be given one (1) week's notice, or one (1) week's pay in lieu thereof, in case of permanent lay-off or discharge, except when the termination is based on dishonesty, insubordination, or intoxication.

Section 12. Part-time employees seeking full-time employment within their classification shall so notify their supervisor in writing, and such full-time assignments shall be made on the basis of seniority, availability, and ability to perform the available work. Provided, however, that a full-time employee reduced to part-time status shall have the first opportunity for full-time work for one hundred eighty (180) days after the reduction.

ARTICLE V — LEAVES OF ABSENCE

Section 1. The Employer agrees to comply with all Federal and State laws regulating the reemployment of veterans. G 12
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Section 2. Employees compelled to participate actively in annual National Guard or Army Reserve training sessions will not be required to take their vacations during such active duty periods.

Section 3. As a matter of general policy, female employees shall be entitled to a leave of absence for pregnancy, upon request, on the same procedure as all other medical leaves of absence. Specifically, female employees will be granted a pregnancy leave of absence based upon the medical judgment of the employee's physician, both as to when the leave shall begin and end. But under no circumstances shall any pregnant employee be permitted to continue working if such employee cannot fulfill the requirements of the job or if there is a serious question that such employee is jeopardizing her own health or the health of any other employees. G 13
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Section 4. A full-time employee with one (1) year's seniority or more will, for good cause and upon written request, be granted a personal leave of absence without pay for a period not to exceed ninety (90) days, but in no case shall a personal leave be granted or used for the purpose of permitting an employee to try out for another job. Furthermore, a regular part-time employee with one (1) year's seniority or more will, for good cause (excluding attending school) and upon written request, be granted a personal leave of absence without pay for a period not to exceed sixty (60) days, but in no case shall a personal leave be granted or used for the purpose of permitting an employee to try out for another job. G 9
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Section 5. An employee appointed or elected to a Union office or as a delegate to a Union convention shall be given a leave of absence without pay for a period coinciding with the time demands of the Union position, but in no case shall a Union leave exceed one (1) year. G 5 10
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Section 6. All employees shall, upon written request supported by satisfactory medical confirmation, be granted a medical leave of absence without pay for illness or injury for six (6) months, and such

medical leave shall be extended, upon written request supported by satisfactory medical confirmation, for five (5) successive six (6) month periods, but in no case shall a medical leave extend beyond three (3) years.

Section 7. All leaves of absence (and any extensions thereof) must be applied for in writing, and such requests must state the reason for the leave (or extension) and the anticipated duration. The Employer will notify the Union when a leave of absence is granted. If it is found by a supervisor higher than Store Manager that a leave of absence is not actually being used for the purpose for which it was granted, the Employer may consider the employee to have quit or may impose disciplinary action.

ARTICLE VI — WAGES AND RELATED ITEMS

Section 1. The minimum regular hourly rates for Clerks-Cashiers shall be as follows:

Clerks-Cashiers	Effective 9-4-77	Effective 3-5-78	Effective 9-3-78	Effective 9-2-79
1 - 3 mos.	\$3.20	\$3.20	\$3.30	\$3.40
3 - 9 mos. (520 hours)	3.45	3.45	3.60	3.75
9 - 18 mos. (1560 hours)	3.80	3.80	4.00	4.25
18 - 24 mos. (3120 hours)	4.75	4.75	5.05	5.50
Over 24 mos. (4160 hours)	6.85½	6.95½	7.45½	7.95½

Specifically, all Clerks-Cashiers who are actively employed at the top rate (over twenty-four (24) months) or more as of September 4, 1977 shall receive a minimum increase of Sixty-Five Cents (65¢) per hour or the progression service rate, whichever is higher, effective September 4, 1977, and thereafter shall receive minimum increases of Ten Cents (10¢) per hour effective March 5, 1978, Fifty Cents (50¢) per hour effective September 3, 1978, and Fifty Cents (50¢) per hour effective September 2, 1979. Provided, further, that all Clerks-Cashiers who are actively employed as of October 29, 1977 (and who have completed their probationary period) and who at that time have less than twenty-four (24) months of continuous service shall receive a minimum increase of Sixty-Five Cents (65¢) per hour or the progression service rate, whichever is higher, effective September 4, 1977, and an additional minimum increase of Ten Cents (10¢) per hour or the progression service rate, whichever is higher, effective March 5, 1978, and shall then remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Clerks-Cashiers and all Clerks-Cashiers hired after October 29, 1977 (including those who complete their probationary period after that date) shall progress through the contract progression wage schedules (brackets) until they reach the top rate.

Section 2. Student employees are those attending any educational institution at the high school level, and all such employees shall retain their student status until immediately following final graduation. Graduating high school students who continue working shall be reclassified as regular employees on June 15, and their wage rates shall be adjusted as of that date, but their health and welfare contributions shall commence the following September. The minimum regular hourly rates for student employees during the term of this Agreement shall be as follows:

<i>Student Employees</i>	<i>Effective 9-4-77</i>	<i>Effective 9-3-78</i>	<i>Effective 9-2-79</i>
0 - 6 mos.	\$2.70	\$2.95	\$3.15
6 - 12 mos.	2.75	3.00	3.20
12 - 18 mos.	2.80	3.05	3.25
18 - 24 mos.	2.85	3.10	3.30
Over 24 mos.	2.90	3.15	3.35

Provided that all high school student employees who are actively employed as of October 29, 1977 (and who have completed their probationary period) shall receive minimum increases of Forty Cents (40¢) per hour effective September 4, 1977, Thirty Cents (30¢) per hour effective September 3, 1978, and Thirty Cents (30¢) per hour effective September 2, 1979. All high school student employees hired after October 29, 1977 (including those who complete their probationary period after that date) shall, for the term of this Agreement, advance through the contract progression wage schedules (brackets) until they reach the top rate.

Section 3(a). A produce department with a volume of One Thousand Dollars (\$1,000.00) or more per week must be operated by a Produce Manager.

Section 3(b). A Produce Manager in a self-service market is one who supervises and/or performs all of the functions of the produce department. These functions include all planning, ordering, checking, trimming, preparing for display, displaying and selling all merchandise in the department, seeing that any merchandise carried over at closing time is properly taken care of, seeing that the department is kept in a clean, attractive condition, safe from accident hazards, and seeing that all customers are given proper service.

Section 3(c). The minimum regular hourly rates for Produce Managers shall be as follows:

	<i>Effective 9-4-77</i>	<i>Effective 3-5-78</i>	<i>Effective 9-3-78</i>	<i>Effective 9-2-79</i>
<i>Produce Managers</i>	\$8.68½	\$8.78½	\$9.38½	\$9.98½

Specifically, all Produce Managers shall receive minimum increases of Seventy Cents (70¢) per hour effective September 4, 1977, Ten Cents (10¢) per hour effective March 5, 1978, Sixty Cents (60¢) per hour effective September 3, 1978, and Sixty Cents (60¢) per hour effective September 2, 1979.

Section 4(a). An Assistant Manager in a self-service market is one who understands and supervises and/or performs or is able to perform all of the functions of the Store Manager. These functions include all ordering, receiving, checking, pricing, stocking, and displaying of all merchandise, and those duties connected with the checkout operation and the bookkeeping system.

Section 4(b). The minimum regular hourly rates for Assistant Managers shall be as follows:

	<i>Effective</i> 9-4-77	<i>Effective</i> 3-5-78	<i>Effective</i> 9-3-78	<i>Effective</i> 9-2-79
<i>Assistant Managers</i>	\$8.68½	\$8.78½	\$9.38½	\$9.98½

Specifically, all Assistant Managers shall receive minimum increases of Seventy Cents (70¢) per hour effective September 4, 1977, Ten Cents (10¢) per hour effective March 5, 1978, Sixty Cents (60¢) per hour effective September 3, 1978, and Sixty Cents (60¢) per hour effective September 2, 1979.

Section 5(a). A self-service market normally utilizing four (4) or more check-out registers on the busiest day of the week must classify one employee as Certified Head Cashier.

Section 5(b). A Certified Head Cashier in a self-service market is one who supervises and/or performs all of the functions of the check-out operation (to the satisfaction of the Employer). These functions include the proper checking out of merchandise, handling of all money, balancing of registers, and seeing to it that all employees involved in the check-out operation perform their duties properly and that all customers receive proper service. In addition, a Certified Head Cashier must be qualified to keep operating records and reports, perform such other bookkeeping or personnel functions that the Employer may assign, and supervise and/or perform any other duties requested by the Employer.

Section 5(c). The minimum regular hourly rates for Certified Head Cashiers shall be as follows:

	<i>Effective</i> 9-4-77	<i>Effective</i> 3-5-78	<i>Effective</i> 9-3-78	<i>Effective</i> 9-2-79
<i>Certified Head Cashiers</i>	\$7.37½	\$7.47½	\$8.02½	\$8.57½

Specifically, all Certified Head Cashiers shall receive minimum increases of Seventy Cents (70¢) per hour effective September 4, 1977, Ten Cents (10¢) per hour effective March 5, 1978, Fifty-Five Cents (55¢) per hour effective September 3, 1978, and Fifty-Five Cents (55¢) per hour effective September 2, 1979.

Section 6. An employee classified as a Cashier who regularly performs the duties of a Certified Head Cashier sixteen (16) hours per week or more shall be classified as an Assistant Head Cashier and receive a premium of Twenty-Five Cents (25¢) per hour (to be added to the regular hourly Cashier rate). The Assistant Head Cashier may work sixteen (16) hours per week as a Cashier (i.e., on the register)

without regard to seniority, but all hours worked as a Cashier in excess of sixteen (16) per week shall be in accordance with seniority under the available hours provision.

Section 7(a). Effective September 6, 1971, all stores which have average weekly sales of Forty Thousand Dollars (\$40,000.00) or more shall have the dairy department operated by a Head Dairy Clerk.

Section 7(b). A Head Dairy Clerk is one who supervises and/or performs all of the functions of the dairy department and, if assigned by the Employer, the frozen department. These functions include all planning, ordering, checking, preparing for display, displaying, and selling all merchandise in the department(s), seeing that any merchandise carried over at closing time is properly taken care of, seeing that the department(s) is kept in a clean, attractive condition, safe from accident hazards, and seeing that all customers are given proper service.

Section 7(c). The minimum regular hourly rates for Head Dairy Clerks shall be as follows:

	<i>Effective</i> 9-4-77	<i>Effective</i> 3-5-78	<i>Effective</i> 9-3-78	<i>Effective</i> 9-2-79
<i>Head Dairy Clerks</i>	\$7.37½	\$7.47½	\$8.02½	\$8.57½

Specifically, all Head Dairy Clerks shall receive minimum increases of Seventy Cents (70¢) per hour effective September 4, 1977, Ten Cents (10¢) per hour effective March 5, 1978, Fifty-Five Cents (55¢) per hour effective September 3, 1978, and Fifty-Five Cents (55¢) per hour effective September 2, 1979.

Section 8(a). An employee classified as Porter shall perform only custodial-type duties (i.e., building service and maintenance) and is strictly prohibited from performing those duties usually performed by Clerks, except in response to a bona fide emergency.

Section 8(b). The minimum regular hourly rates for Porters shall be as follows:

	<i>Effective</i> 9-4-77	<i>Effective</i> 9-3-78	<i>Effective</i> 9-2-79
<i>Porters</i>			
0 - 12 mos.	\$3.15	\$3.25	\$3.35
12 - 24 mos.	3.25	3.60	3.75
Over 24 mos.	3.90	4.20	4.50

Provided, that all Porters who are actively employed as of October 29, 1977 shall receive minimum increases of Fifty Cents (50¢) per hour effective September 4, 1977, Ten Cents (10¢) per hour effective March 5, 1978, Forty Cents (40¢) per hour effective September 3, 1978, and Forty Cents (40¢) per hour effective September 2, 1979. All Porters hired after October 29, 1977 shall, for the term of this Agreement, advance through the contract progression wage schedules (brackets) until they reach the top rate.

Section 9. All non-student employees in the same classification shall be paid the same regular hourly rate, but for purposes of

placement and/or progress under the wage progression brackets (or schedules) in Section 1 of this Article, the rate is to be determined by the number of accumulated actual hours of work as follows: (forty (40) hours constitute a week and four and one-third ($4\frac{1}{3}$) weeks constitute a month).

Section 10. When a Department Head's job is vacant for one (1) week, an employee must be assigned to such vacant position and paid the appropriate rate until the job vacancy is filled through the selection of a regular Department Head.

Section 11. An employee working between store closing and 6:00 A.M. shall receive a premium of Twenty Cents (20¢) per hour, unless the employee is on overtime, and this premium shall be increased to Twenty-Five Cents (25¢) per hour effective September 2, 1979. Provided, that this Section shall not apply to employees regularly scheduled to work after store closing (not to exceed one-half ($\frac{1}{2}$) hour) to facilitate the service of customers and general clean-up of the store. Provided further, that an employee designated as Lead Man, in charge of work to be performed during hours when the store is not open for business, shall receive a premium of Fifty Cents (50¢) per hour.

Section 12. No employee shall be paid less than the rates specified in this Agreement or suffer a reduction in pay as a result of this Agreement.

Section 13. The Union shall have full authority to effect the discipline of any employee working below conditions set forth in this Agreement, including working off-the-clock. Furthermore, the Joint Standing Committee shall have the right to impose a financial penalty on any company found guilty by the Committee of repeated violations of working off-the-clock, and in all such cases of repeated violation the financial penalty shall be based upon the hours actually worked off-the-clock.

Section 14. A new employee, full-time or part-time, who has had previous industry experience and is a member of the Retail Clerks International Union shall be given credit for such previous industry service, regardless of employer, up to a maximum of twelve (12) months, and the starting rate of pay shall be adjusted accordingly. Provided, that if a new full-time employee has not worked in the industry for five (5) years or a new part-time employee for three (3) years, previous experience shall not be recognized.

Section 15. A high school student employee who is elevated to regular part-time or full-time status after completion of school shall be given credit for all actual hours of service in the industry, regardless of employer, in determining the starting rate for regular part-time or full-time work.

Section 16. Nothing herein shall preclude the Employer from granting, in its sole discretion or in cooperation with the Union, in-

dividual merit increases to any employee covered by this Agreement, so long as the Employer promptly notifies the Union of the amount and effective date of each such increase.

Section 17. When an Assistant Manager substitutes for a Store Manager who is on vacation, the Assistant Manager shall receive as a minimum weekly wage his regular forty (40) hour straight-time rate plus an additional Sixty Dollars (\$60.00) effective September 4, 1977, his regular forty (40) hour straight-time rate plus an additional Sixty-Five Dollars (\$65.00) effective September 3, 1978, and his regular forty (40) hour straight-time rate plus an additional Seventy Dollars (\$70.00) effective September 2, 1979.

Section 18. All overtime premium pay hours shall be offered first to available on-the-job senior employees within classification who are qualified to perform such work if the Employer is unable to have such work performed by other employees who under this Agreement would be working at their straight-time hourly rate(s).

ARTICLE VII — HOLIDAYS

Section 1(a). The following days are recognized as holidays:

New Year's Day	Christmas Day
Decoration Day	Employee's Birthday
Independence Day	Employee's Anniversary
(Fourth of July)	Ninth Holiday
Labor Day	Tenth Holiday
Thanksgiving Day	Eleventh Holiday (effective January 1, 1978)

A. The Ninth Holiday shall be given to each eligible employee between January 1 and April 30, the date thereof to be set at the discretion of the Employer, and to be eligible for the Ninth Holiday an employee must be on the payroll before January 1 and must complete his probationary period. If an eligible employee terminates his employment (for any reason) between January 1 and April 30 before receiving his Ninth Holiday, he shall be paid for such holiday.

B. The Birthday Holiday shall be scheduled on the Monday following the employee's birthday, or if that Monday is the employee's regular day off or any other recognized holiday, the following Tuesday.

C. The Tenth Holiday shall be granted to all employees who have one (1) year of service or more by March 30 of any year. The Tenth Holiday shall be granted to each employee who qualifies (i.e., one (1) year of service or more by March 30) in the form of an extra day's pay added to an employee's regular vacation pay.

D. The Eleventh Holiday shall be granted to all employees who have one (1) year of service or more by March 30 of any year, and the day shall be mutually selected by the employee and the Employer at any time during the year.

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E. The Employee's Anniversary (or an alternative date mutually selected by the employee and the Employer) shall be granted as an additional holiday.

Section 2(a). There shall be no work on any of the recognized legal holidays (or days legally celebrated in lieu thereof), except in case of emergency, and each full-time employee shall receive eight (8) hours' straight-time pay for each of the above holidays.

Section 2(b). There shall be no work on any of the recognized legal holidays (or days legally celebrated in lieu thereof), except in case of emergency, and each eligible part-time employee shall receive prorated holiday pay as follows:

Weekly Work

12 - 15 hours
16 - 19 hours
20 - 23 hours
24 - 28 hours
29 - 31 hours
32 hours and over

Straight-Time

3 hours' pay
4 hours' pay
5 hours' pay
6 hours' pay
7 hours' pay
8 hours' pay

Section 2(c). An employee (full-time or part-time) is eligible for holiday pay if the following conditions are satisfied.

1. Must be a regular (non-probationary) employee; and
2. Must work all scheduled hours in the holiday workweek, unless absent a part thereof because of illness or injury, which must be verified, at the Employer's request, by a physician's certificate. Provided, that under no circumstances shall an employee be entitled to receive holiday pay if the employee performs no work during the holiday workweek, regardless of the cause of the absence.

Section 3. If a recognized holiday falls within an employee's vacation period, the employee shall be given an additional day off with pay.

ARTICLE VIII — VACATIONS

Section 1. Effective January 1, 1978, the Employer shall grant vacations with pay to all regular full-time employees as follows:

To all employees with one (1) year's continuous full-time service with a Company (but less than three (3) years)

One (1) Week/
40 hours' pay

To all employees with three (3) years' continuous full-time service with a Company (but less than seven (7) years)

Two (2) Weeks/
80 hours' pay

To all employees with seven (7) years' continuous full-time service with a Company (but less than twelve (12) years)

Three (3) Weeks/
120 hours' pay

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To all employees with twelve (12) years' continuous full-time service with a Company (but less than twenty (20) years)

Four (4) Weeks/
160 hours' pay

To all employees with twenty (20) years' continuous full-time service with a Company (but less than twenty-five (25) years)

Five (5) Weeks/
200 hours' pay

Effective January 1, 1979

To all employees with eighteen (18) years' continuous full-time service with a Company (but less than twenty-five (25) years)

Five (5) Weeks/
200 hours' pay

To all employees with twenty-five (25) years' or more continuous full-time service with a Company

Six (6) Weeks/
240 hours' pay

Section 2. An employee becomes eligible for vacation pay on his anniversary date, but after an employee completes one (1) full year of service, he may thereafter take his vacation with pay after January 1 of each year, so long as he actually performs some work after January 1 before taking his vacation. Provided, that if an employee is terminated prior to taking his vacation, he shall receive his vacation pay only if he has passed his anniversary date.

Section 3. A regular full-time employee shall receive forty (40) hours of pay at his regular straight-time rate for each week of earned vacation. Provided, however, that an employee's vacation and vacation pay shall be reduced by one-sixth ($1/6$) for each forty-four (44) working days of absence during the preceding calendar year (or, in the case of new employees, during their anniversary year).

Section 4. Part-time employees and employees with mixed full-time and part-time service shall be granted vacations on the same schedule as full-time employees, except that their vacation pay shall be based on the average weekly hours paid during the vacation year (i.e., total number of hours paid from anniversary date to anniversary date divided by 52).

Section 5. Unless the Employer, the Union, and an employee otherwise agree, vacations are not accumulative beyond December 31 of each year (i.e., they must be taken in the calendar year when earned). Vacation pay shall be paid in advance of an employee's vacation and, wherever possible, a separate check shall be issued for vacation pay.

Section 6. If a contractually recognized holiday falls within an employee's scheduled vacation period, the employee shall receive an additional day off with pay.

Section 7. The Employer shall reasonably determine the number of employees within each job classification within each store that can be on vacation at any one time, and employees shall then have vacation selection preference in accordance with seniority. Provided, however, that the Employer will not prohibit all other store employees from taking their vacations when the Store Manager or Assistant

Manager is on vacation, but the Employer does retain the right to prohibit Department Heads from taking their vacations when the Store Manager, the Assistant Manager, or another Department Head is on vacation. Furthermore, the Employer will make an honest effort to prevent the Store Manager and Assistant Manager from taking unusually long vacations during consecutive summer months except for special reasons.

ARTICLE IX — JURY DUTY PAY

A full-time employee serving on jury duty shall be compensated by the Employer for the difference between regular pay and jury duty pay for absences from scheduled working hours necessarily caused by the jury duty. Furthermore, jury duty pay shall be subject to the following conditions:

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- A. An employee shall receive jury duty pay when he is on jury duty on his regularly scheduled day(s) off, but such jury duty service shall not be considered as hours worked.
 - B. An employee must report for work on any scheduled working day that he is released from jury duty the day before or the morning of the scheduled working day.
 - C. An employee must present the Employer with an official voucher showing the amount of jury pay received.
 - D. An employee shall receive no jury duty pay when he is on Federal Grand Jury Service in excess of sixty (60) days.
 - E. If a full-time employee is on jury duty, the Employer shall have the option of either scheduling the employee for work on Saturday or altering the employee's schedule so that he will not be scheduled to work on Saturday. If the Employer elects to schedule the employee for work on Saturday, the employee then has the option of not working the Saturday so long as he notifies the Employer of his preference by the preceding Thursday.
 - F. If a full-time employee is on jury duty, and the Employer elects to schedule the employee for work on Saturday, the employee shall be paid at the rate of time and one-half (1-½ times regular rate of pay) for all hours worked.

ARTICLE X — FUNERAL LEAVE/PAY

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Section 1. In the event of the death of a regular full-time employee's spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, or any other relative residing with the employee, the employee shall be allowed a maximum of three (3) days' leave with pay. Provided, that —

- (a) if the funeral is two hundred (200) miles or more from the employee's home, an additional day of leave with pay shall be allowed;

- (b) no employee shall be paid more than a full week's pay because of a funeral leave, and an employee must attend the funeral or devote time to same to be eligible for funeral leave (or pay).

Section 2. In the event of the death of a part-time employee's spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, or any other relative residing with the employee, the employee shall be granted a leave of absence on the day of the death and the day of the funeral and shall be paid for all hours scheduled to work on those days if the employee attends the funeral.

ARTICLE XI — HEALTH AND WELFARE

Section 1. The operative Health and Welfare Benefit Trust Fund, established in conformity with the laws of the State of Ohio and the Federal Government, and determined to be tax exempt under Section 501 (c) (9) of the Internal Revenue Code, shall be continued and administered by the Trustees in accordance with the terms and conditions of the applicable documents and laws. Provided, that neither the Trustees nor any other party shall do anything, officially or unofficially, directly or indirectly, that will result in employer contributions to the Fund being construed as wages under the Fair Labor Standards Act or any other Federal law or being considered by any taxing authority as wages upon which withholding tax should be deducted or Social Security contributions made.

Section 2. Employer contributions to the Fund shall be as follows:

- (a) Effective November 1, 1977, the combined health and welfare and dental contribution shall be as follows:
 - (1) Thirty Dollars (\$30.00) per month for each non-student employee regularly working twelve (12) hours per week or more (but less than twenty-eight (28) hours).
 - (2) Eighty Dollars (\$80.00) per month for each employee regularly working twenty-eight (28) hours per week or more.
- (b) Effective January 1, 1979, the combined health and welfare and dental contribution shall be as follows:
 - (1) Thirty-Two Dollars and Fifty Cents (\$32.50) per month for each non-student employee regularly working twelve (12) hours per week or more (but less than twenty-eight (28) hours).
 - (2) Eighty-Six Dollars (\$86.00) per month for each employee regularly working twenty-eight (28) hours per week or more.
- (c) Effective January 1, 1980, the combined health and welfare and dental contribution shall be as follows:

(1) Thirty-Five Dollars (\$35.00) per month for each non-student employee regularly working twelve (12) hours per week or more (but less than twenty-eight (28) hours).

(2) Ninety-Three Dollars (\$93.00) per month for each employee regularly working twenty-eight (28) hours per week or more.

Provided, that for all employees as of October 29, 1977, the full-time health and welfare eligibility requirement shall be twenty-five (25) hours. An employee's status on the first day of the month is determinative of his eligibility for Health and Welfare coverage, but the monthly contribution is not due until the first day of the following month (i.e., each month's contribution to the Fund shall be based on and accurately reflect the payroll records of the first day of the preceding month). On the first day of each month the Employer shall forward to the Fund a list of the eligible employees (as determined from payroll records of the first day of the preceding month) with payment to cover all such employees. Provided, that high school student employees and seasonal summer and holiday-period employees are not entitled to any Health and Welfare coverage or contribution. Provided further, that a part-time employee whose hours are temporarily inflated due to summer working schedules shall retain his (or her) former Health and Welfare status, regardless of actual hours worked during the summer months.

Section 3. Once an employee has full Health and Welfare coverage, if his (or her) average weekly work hours are involuntarily reduced below twenty-eight (28) (twenty-five (25) hours for all employees as of October 29, 1977), he shall retain full coverage, with proper monthly contributions by the Employer for six (6) months.

Section 4. Each Company must promptly notify the Fund of all employee coverage adjustments (e.g., termination, reduction from full-time to part-time coverage) and failure to comply with this notice requirement subjects that Company to responsibility for the cost of unpaid monthly contributions.

Section 5. For purposes of this Article, hours paid shall be considered as hours worked unless otherwise agreed to by the Employer and the Union.

Section 6. The Union has the right to assist the Fund's Trustees and administrative staff in the collection of delinquent monthly contributions, and, notwithstanding anything to the contrary in this Agreement, if a delinquency is not satisfied within one (1) week after the delinquent Company receives formal written notice from the Trustees, the Union shall have the right to strike that Company until full payment is made.

Section 7. The Employer shall continue to make Health and Welfare contributions for a maximum period of six (6) months for those employees who are absent because of health reasons and are receiving benefits under this Article or workmen's compensation. Provided, however, that this Section shall not apply to those employees on pregnancy leave of absence.

Section 8(a). All employees covered under the Health and Welfare Plan who have been terminated for one (1) year or less and are re-employed by the same company shall, upon re-employment, be entitled to immediate Health and Welfare coverage.

Section 8(b). All employees covered under the Health and Welfare Plan who have been terminated for six (6) months or less and re-employed by a different company shall, upon re-employment, be entitled to immediate Health and Welfare coverage.

ARTICLE XII — PENSIONS

Section 1. The Employer agrees to participate in and contribute to the jointly administered Retail Store Employees Union Local 880-Retail Food Pension Trust Fund and does hereby join in, adopt, and accept the Agreement and Declaration of Trust of such Fund. Provided, that the Fund shall, in every respect, have and maintain approval of the Treasury Department and all other government authorities having jurisdiction thereof, and at no time shall the employer be obligated to make any contributions to the Fund which are not deductible from gross income for Federal Income Tax purposes.

Section 2. Employer contributions to the Fund, to be made in the first week of each month, shall be as follows:

(a) *Effective September 4, 1977 —*

Twenty-Five Cents (25¢) per hour for all hours worked by employees in the bargaining unit during the preceding month.

(b) *Effective January 1, 1978 —*

The basic normal pension benefit will be increased to Fifteen Dollars (\$15.00) per month for each year of service, and the Employer's cents-per-hour contribution shall be determined solely by and at the discretion of the Fund's professional actuary.

(c) *Effective January 1, 1979 —*

An additional Four Cents (4¢) per hour for all hours worked by employees in the bargaining unit during the preceding month.

(d) *Effective January 1, 1980 —*

An additional Four Cents (4¢) per hour for all hours worked by employees in the bargaining unit during the preceding month.

Provided, however, that there shall be a maximum weekly contribution limit of forty (40) hours per employee (i.e., no pension contribution is owed on those hours worked by an employee in excess of forty (40) in one (1) workweek). For pension contribution purposes, an employee becomes a member of the bargaining unit when he begins working, and consequently pension contributions shall commence from the first hour worked by all employees.

Section 3. As of the date the Employer initially commenced payments into this Pension Fund, the employees covered by this Agreement automatically ceased to participate in other Company retirement programs then in effect. Furthermore, the Union, as the bargaining agent for such employees, agreed on behalf of them to withdraw from, surrender, release, and relinquish whatever rights, privileges, and benefits they had under the aforesaid Company retirement programs as of January 3, 1966, and from the date forward the Pension Fund shall be solely responsible for the retirement benefits for all employees covered by this Agreement.

Section 4. The Union has the right to assist the Fund's Trustees and administrative staff in the collection of delinquent monthly contributions, and, notwithstanding anything to the contrary in this Agreement, if a delinquency is not satisfied within one (1) week after the delinquent Company receives formal written notice from the Trustees, the Union shall have the right to strike that Company until full payment is made.

ARTICLE XIII — GENERAL CONDITIONS

Section 1. Union store cards or decals are to be posted in the store.

Section 2. Employers must furnish employees uniforms or aprons and the Employers shall continue to launder the uniforms in accordance with past practice. Female employees will be permitted to wear slacks of a solid, subdued color at the expense of the employee.

Section 3. Lockers may be locked by employees but must be opened if requested by the Store Manager.

Section 4. In cases of temporary transfers for the benefit of the Employer which involve additional transportation costs, the employee shall be reimbursed for the additional expense at the rate of Seventeen Cents (17¢) per mile.

Section 5. There shall be no stocking of shelves or handling of stock by any outside salesmen or deliverymen except for bakery products, drug products, and candy products. Provided, however, that this prohibition shall not apply to the opening of a new or remodeled store, and, in addition, during the opening of a new or remodeled store, outside salesmen or deliverymen may not perform bagging work unless the store's regular employees are unable to perform all such work. Furthermore, the Joint Standing Committee shall have the right to impose a financial penalty on any company found guilty by the Joint Standing Committee of repeated violations of outside vendor work rules, and in all such cases of repeated violation the financial penalty shall be based upon the hours actually worked by the outside vendor.

Section 6. Certified Head Cashiers shall perform all work on the premises of the Employer and in no event shall take books,

records, monies, or properties of the Employer outside of the store to complete or catch up on their work.

Section 7. It is agreed that there shall be no transfers which are discriminatory, punitive, or arbitrary, and if any disputes arise over transfers, the Union shall have the right to process such disputes through the grievance procedure.

Section 8. Upon proper authorization by the employees, payroll deductions shall be made for deposit into the Retail Clerks Credit Union, Inc. The Employer shall submit a check to the Retail Clerks Credit Union, Inc. for the amount deducted. This check shall be separate and distinct from the dues, initiation fees, and health and welfare premiums, etc.

Section 9. All company disciplinary correspondence shall be submitted to the Union at the same time it is submitted to the involved employee. Furthermore, all other company correspondence that pertains to employees (such as policies and work rules) must be submitted to the Union prior to being submitted to the employees.

Section 10. All employees shall receive their pay checks at the proper time.

Section 11. Any employee injured on the job who a physician determines is unable to continue working will be paid for the remaining hours the employee was scheduled that day.

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ARTICLE XIV — TECHNOLOGICAL CHANGE(S)

In the event that the Employer contemplates the introduction of labor technological change(s) affecting bargaining unit work, advance notice of the change(s) will be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such change(s) before putting such change(s) into effect. In any discussion that is forthcoming as a result of technological change(s), both parties are agreed that they will make every effort to arrive at a mutually agreeable decision with regard to those full-time employees of the bargaining unit and on the payroll as of the day of ratification of this Agreement who may become displaced as a direct result of the technological change(s).

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ARTICLE XV — STORE CLOSINGS

Section 1. In the event a company permanently closes a store and full-time employees with at least five (5) years of continuous service are terminated as a result of the closing, those employees will be entitled to severance pay of one (1) week's regular pay for every two (2) years of service, up to a maximum of five (5) weeks' pay.

Section 2. Severance pay shall be paid in a lump sum upon termination. An employee who is terminated and is eligible for severance pay, and accepts severance pay, forfeits his seniority and has no recall rights. However, an employee may elect a voluntary layoff not to exceed six (6) months. If an employee accepts layoff, he may at any time after a ninety (90) day period elect to take his severance pay and lose his seniority rights.

Section 3. An employee shall be disqualified for his severance pay in the event the employee:

- (a) refuses a comparable job within the jurisdiction of the Union in accordance with employee seniority rights under Article IV of this Agreement;
- (b) voluntarily terminates employment prior to store closing;
- (c) refuses comparable employment with a successor employer within thirty (30) days of store closing.

ARTICLE XVI — GRIEVANCE PROCEDURE

Section 1. The Employer recognizes the right of the Union to select one Steward at each store to represent the employees on all grievances concerning the interpretation or application of this Agreement.

Section 2. All grievances concerning the interpretation or application of this Agreement shall be settled in strict accordance with the procedure set forth in this Article, and except as otherwise specifically provided in this Agreement, this procedure is the sole and exclusive method of disposing of such grievances:

Step 1 —

The grievance must be filed within two (2) weeks of the grievance incident and immediately thereafter a meeting will be held among the aggrieved employee(s), the Steward (or other Union official), and the Store Manager (or other Employer official). Provided, that in all cases not involving discharge or suspension, the Step 1 two-week time limitation shall not run during any period when the aggrieved employee is not actually working (e.g., vacation or illness).

Step 2 —

If the grievance is not satisfactorily settled in Step 1, it shall be reduced to writing and submitted to an appropriate management official within two (2) weeks of the Step 1 answer. Upon receipt, the Employer shall issue a written answer within one (1) week.

Step 3 —

If the grievance is not satisfactorily settled in Step 2, the Union has two (2) weeks from receipt of the Step 2 answer to submit a written appeal to an appropriate management administrative official. Within one (1) week thereafter, a meeting shall be held between Employer and Union officials and a final written answer issued within one (1) week of the meeting. Provided, that the par-

ties may agree to hold additional Step 3 meetings without loss of rights under this Article.

Step 4 —

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If the grievance is not satisfactorily settled in Step 3, the Union has four (4) weeks from the date of the last Step 3 meeting to refer the matter to arbitration. Upon written notice of the Union's intent to arbitrate a grievance, the parties shall each designate a representative, and the two representatives shall attempt to agree upon an impartial arbitrator. If the designated representatives are unable to reach agreement within one (1) week, the Union may request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) arbitrators, and the arbitrator shall be selected in accordance with the Agency's then-applicable rules.

Section 3. In the event a grievance goes to arbitration, this Agreement shall be the basis on which the arbitrator's decision is rendered, and in reaching his decision the arbitrator shall have no authority to amend, modify, or in any way change its terms.

Section 4. Expenses and fees of the arbitrator shall be shared equally by the Employer and the Union. B16

Section 5. The procedure set forth in this Article shall be the exclusive method of redressing grievances between the parties, and decisions of arbitrators and settlements reached by the Employer and the Union in any step of the grievance procedure shall be final and binding on the Union, the Employer, and the employees. It is clearly understood that at any stage in this grievance procedure the Executive Board of the Union has the final authority, in its representative capacity for the aggrieved employee(s), to decline to process a grievance further if, after a reasonable and fair exercise of the Board's judgment, it is concluded that a grievance (1) lacks merit or justification under the terms of this Agreement or (2) has been settled or adjusted in a fair and equitable manner, consistent with the terms and spirit of this Agreement and the underlying continuing relationship of the parties.

Section 6. The time limits imposed by this Article shall be considered as binding. Failure of the Union to comply with any of them shall constitute a waiver of the right to process the grievance to arbitration, and failure of the Employer shall constitute an acceptance of the last Union settlement offer. Provided, that, notwithstanding anything to the contrary in this Article, any grievance involving a claim for compensation may be retroactive for a period not to exceed sixty (60) days prior to the date the grievance was first filed in writing, and if the circumstances of the case made it impossible for the employee to know that he had grounds for such a claim, the retroactivity may be to the date on which the alleged liability was incurred. Provided further, that any claim for compensation which is based upon a clerical payroll error by the Employer may be retroactive for a period not to exceed one (1) year.

ARTICLE XVII — INDUSTRY-UNION STANDING COMMITTEE

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Section 1. An Industry-Union Standing Committee shall be created for the purpose of considering and dealing fairly and effectively with the subjects listed in Section 3 of this Article. The Standing Committee shall consist of three (3) Union members, selected solely by the Union, and three (3) Industry members, selected solely by the Cleveland Food Industry Committee. The Standing Committee shall function as a special intermediate method of dealing with disputes within the Standing Committee's jurisdiction which must first originate and be processed through the contractual grievance procedure but which, after completion of Step 3, may be submitted to the Standing Committee (by either the Company or the Union) before being submitted to arbitration under Step 4. In the event that the Standing Committee is unable to reach a decision on any dispute brought before it, the Union may then proceed to arbitration under Step 4 of the procedure (with the Step 4 time limit commencing on the date of the Standing Committee meeting).

Section 2. The Administrative rules and regulations and guidelines of the Standing Committee shall be formulated initially by the Union and the CFIC and thereafter may be revised only by mutual agreement between the Union and the Cleveland Food Industry Committee or between the Union President and the Cleveland Food Industry Committee Chairman. Once formed, the Standing Committee shall have adequate authority to deal flexibly and effectively with the problems that are within the jurisdiction of the Standing Committee, and any decision that is supported by at least two (2) Union members and two (2) Industry members shall be final and binding on the Union, the involved Company (whether or not affiliated with the Cleveland Food Industry Committee), and the involved employee(s).

Section 3. The Standing Committee shall have jurisdiction over the following general subjects:

- (a) Store operating hours.
- (b) Working off the clock.
- (c) Abuse of time clock and/or sign-out increments at quitting time.
- (d) Failure to give and/or take breaks.
- (e) Abuse of Sunday work rights.
- (f) Abuse of Porter classification.
- (g) Abuse of outside salesmen and deliverymen rights.
- (h) All ancillary agreements between the Employer and the Union which are not included in the text of the Labor Agreement.
- (i) Any other subjects mutually agreed to by the Union and the Cleveland Food Industry Committee.

Section 4. The Standing Committee shall be a separate and completely independent method of problem solving which has no relationship or relevance, direct or indirect, to the regular ad-

ministration of grievances through the grievance procedure (including arbitration). Therefore, the rules and regulations and decisions of the Standing Committee shall not be considered as amendments or supplements to the Labor Agreement and shall not be considered as a precedent or in any way relevant to the consideration or arbitration of any dispute under Steps 1 through 4 of the grievance procedure.

ARTICLE XVIII — MANAGEMENT RIGHTS

In addition to the management rights specified elsewhere in the Agreement, the management of the business and the direction of the working forces, including, but not limited to, the right to plan, direct, and control store operations; to establish merchandising and pricing policies; to hire, suspend, or discharge for proper cause; to assign and allocate work; to transfer employees because of lack of work or for other legitimate reasons; to study or introduce new or improved methods or facilities; to establish and maintain reasonable rules and regulations covering the operation of the store; and to carry out the ordinary and customary functions of management, are vested exclusively in the Employer, subject only to the provisions of this Agreement, and, further, that no Employer will exercise such rights in an arbitrary or capricious manner.

ARTICLE XIX — NO STRIKE/NO LOCKOUT

Section 1. The Union agrees that during the term of this Agreement there shall be no strikes, picketing, or other interference with operations, and the Employer agrees that for the same period there shall be no lockouts. Provided, however, that if there are repeated violations of Article III, Section 2 (store operating hours) and if such violations continue after discussions between the Union and the Employer, the prohibitions in this Section are suspended until the dispute is resolved.

Section 2. The Union agrees that the employees will not refuse to cross a picket line of another union until the line has been duly sanctioned by the Cleveland Federation of Labor and the Cleveland Food Council and the matter has been discussed with the Employer.

ARTICLE XX — TERMINATION

Section 1. This Agreement represents a complete and final understanding on all bargainable issues between the Employer and the Union, and it shall be effective as of September 4, 1977, and remain in full force and effect until August 31, 1980, and thereafter from year to year unless sixty (60) days prior to said expiration date, or any anniversary date thereof, either party gives timely written notice to the other of an intent to terminate or modify any or all of the provisions. Provided, that the regular hourly rates of pay negotiated for the first

year of the agreement are to be retroactive to September 4, 1977, unless otherwise specified.

Section 2. The provisions of this Agreement are hereby declared to be separable, and if a tribunal of last resort adjudges any provision to be in conflict with any law, such decision shall not affect the validity or the effectiveness of the others, and the parties shall meet within thirty (30) days to renegotiate an agreement on the invalidated provision(s). Any wage and benefit increases set forth in this Agreement which are restricted in any way by law shall be instituted at the earliest day permitted by law to the maximum extent permitted by law. Furthermore, if during the term of this Agreement legislation (including Executive orders and Administrative orders) is enacted which has the effect of preventing or limiting the institution of wage increases required under this Agreement the parties shall, if the Union so requests, meet within thirty (30) days to attempt to renegotiate a lawful alternative to the invalidated or restricted wage increases.

Section 3. This Agreement shall be equally binding on the Employer, separately and collectively, and its successors and assigns, and the Union will not enter into a more favorable agreement with any other employer without first offering the more favorable terms to, or, in the alternative, reaching another mutually acceptable understanding with, the Employer herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 20th day of December, 1977.

RETAIL STORE EMPLOYEES UNION LOCAL 880,
chartered by the RETAIL CLERKS INTERNATIONAL
UNION, AFL-CIO

By David McDonald, President

And: Joseph Madzelonka, Secretary-Treasurer

CLEVELAND FOOD INDUSTRY COMMITTEE

By: Robert P. Duvin, Chairman

on behalf of the following companies, employer associations, and organizations:

THE ASSOCIATION OF STOP-N-SHOP SUPER MARKETS

Approved by: Charles A. Rini, President

And: Joseph E. Crimaldi, Labor Negotiator

BI-RITE ADVERTISING ASSOCIATION

Approved by: Marvin Gale, President

CLEVELAND FOOD DEALERS ASSOCIATION

Approved by: Terrence F. X. Novak, Executive Director

FISHER FOODS, INC.

Approved by: John Fazio, President

And: James H. Crytzer, Director of Labor Relations

THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC.

Approved by: Dean L. Rine, Director of Personnel

MEYER GOLDBERG SUPER MARKETS, INC.

Approved by: Meyer Goldberg, President

HEINEN'S, INC.

Approved by: J. J. Heinen, Vice President

THE KROGER CO.

Approved by: C. Fred Warren, Labor Relations Director - Northern

And: Bernard R. Ruble, Labor Relations Coordinator

PICK-N-PAY SUPER MARKETS, INC.

Approved by: Richard J. Bogomolny, President

And: John E. Wade, Vice President and Secretary

BAKERY CLERKS
ADDENDUM TO LABOR AGREEMENT
Between
CLEVELAND FOOD INDUSTRY COMMITTEE
And
RETAIL STORE EMPLOYEES UNION LOCAL 880
September 4, 1977 — August 31, 1980

PURPOSE OF ADDENDUM

1. The intent and purpose of this Addendum between the members of the CLEVELAND FOOD INDUSTRY COMMITTEE, separately and collectively, and RETAIL STORE EMPLOYEES UNION LOCAL 880 is to promote and improve labor-management relations between them. To the extent practicable, the terms of the Labor Agreement between the CFIC and the Union apply unless specifically modified by this Addendum.

ARTICLE I — RECOGNITION

1. The Employer recognizes the Union as the sole bargaining agent for all Bakery Sales Clerks and Head Bakery Sales Clerks, excluding supervisors as defined in the National Labor Relations Act, as amended, in its retail food stores located in the Ohio counties of Cuyahoga, Lake, Geauga, Ashtabula, Lorain, Medina, Erie, and Huron.

ARTICLE IV — SENIORITY

Section (1) add—Seniority under this Addendum is to cover Bakery Sales Clerks only (i.e., only within their group), and all bakery employees covered by this Addendum shall have separate seniority for all purposes. Specifically, it is clearly understood and agreed that Bakery Sales Clerks shall have seniority only within the Bakery Department, and there shall be no overlapping seniority rights or claims of any kind between bakery employees and other employees within the food store.

ARTICLE VI — WAGES AND RELATED ITEMS

<i>Section 1.</i>	<i>Effective</i>	<i>Effective</i>	<i>Effective</i>
	<i>9-4-77</i>	<i>9-3-78</i>	<i>9-2-79</i>
<i>Head Bakery Sales Clerks</i>	\$4.50	\$4.75	\$5.00

Bakery Sales Clerks

0 - 3 mos.	\$2.80	\$3.00	\$3.20
3 - 6 mos. (520) hours	2.90	3.10	3.30
6 - 12 mos. (1040) hours	3.00	3.20	3.40
12 - 18 mos. (2080) hours	3.20	3.30	3.50
Over 18 mos. (3120) hours	3.50	3.75	4.00

All Bakery Sales Clerks who are actively employed as of October 29, 1977 shall receive general increases of Fifty Cents (50¢) per hour effective September 4, 1977, Ten Cents (10¢) per hour effective March 5, 1978, Forty Cents (40¢) per hour effective September 3, 1978, and Forty Cents (40¢) per hour effective September 2, 1979. All Bakery Sales Clerks hired after October 29, 1977 shall be paid under the above wage schedules.

ARTICLE XI — HEALTH AND WELFARE

All of the provisions of the Labor Agreement apply unless in conflict with the provisions below. Employer contributions to the Retail Store Employees Union Local 880 — Bakery Insurance Fund will be as follows:

1. *Effective November 1, 1977 —*
 - (a) Fifty-Eight Dollars (\$58.00) per month for each employee covered by this Addendum who regularly works twenty-eight (28) hours or more per week.
 - (b) Twenty Dollars (\$20.00) per month for each employee covered by this Addendum who regularly works twelve (12) hours per week or more (but less than twenty-eight (28) hours).
2. *Effective January 1, 1979 —*
 - (a) Sixty-Four Dollars (\$64.00) per month for each employee covered by this Addendum who regularly works twenty-eight (28) hours or more per week.
 - (b) Twenty-Two Dollars and Fifty Cents (\$22.50) per month for each employee covered by this Addendum who regularly works twelve (12) hours per week or more (but less than twenty-eight (28) hours).
3. *Effective January 1, 1980 —*
 - (a) Seventy Dollars (\$70.00) per month for each employee covered by this Addendum who regularly works twenty-eight (28) hours or more per week.
 - (b) Twenty-Five Dollars (\$25.00) per month for each employee covered by this Addendum who regularly works twelve (12) hours per week or more (but less than Twenty-eight (28) hours).

Provided, however, that any employee who is employed on January 1, 1976 and for whom full-time contributions are being made on that date will continue to receive full-time contributions unless they

average less than twenty (20) hours per week. Provided further, that for all employees as of October 29, 1977, the full-time health and welfare eligibility requirement shall be twenty-five (25) hours.

ARTICLE XII — PENSIONS

All of the provisions of this Article in the Labor Agreement apply except the rate of contribution, which is to be set forth below:

1. *Effective September 4, 1977 —*
The Employer will pay to the Pension Trust Fund Fifteen Cents (15¢) per hour for all hours worked by employees in the bargaining unit during the preceding month.
2. *Effective January 1, 1978 —*
The cents-per-hour amount required under the basic Agreement reduced by Five Cents (5¢) per hour.
3. *Effective January 1, 1979 —*
The contribution shall be increased by Four Cents (4¢) per hour.
4. *Effective January 1, 1980—*
The contribution shall be increased by Four Cents (4¢) per hour.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 20th day of December, 1977.

RETAIL STORE EMPLOYEES UNION LOCAL 880,
chartered by the RETAIL CLERKS INTERNATIONAL
UNION, AFL-CIO

By David McDonald, President

And: Joseph Madzelonka, Secretary-Treasurer

CLEVELAND FOOD INDUSTRY COMMITTEE

By: Robert P. Duvin, Chairman



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